

# Appendices to 2008 ICAT Proposal Instructions

April 2008

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Appendix I

**Standard Grant Agreement**

**(example)**

# Grant Summary & Authorization Form

## Innovative Clean Air Technology Program

Fiscal Year 2008-2009

Project Title:

Grant Recipient Name:

Authorized Official:

ICAT Award:

Title:

Total Project Cost:

Address:

Time Period:

Grant Number:

The undersigned parties agree to the terms and conditions as set forth in this grant. The following documents are attached and incorporated as part of this grant:

Exhibit A: Grant Provisions

Exhibit B: Work Statement incorporating the following attachments:

Budget Summary (Attachment A)

Project Milestones (Attachment B)

Project Schedule (Attachment C)

Key Project Personnel (Attachment D)

Grant Disbursement Request (Attachment E)

Grantee's Application Package (Attachment F)

Grantee's Budget Proposal (Attachment G)

Progress Report Form (Attachment H)

Exhibit C: ICAT Solicitation

Exhibit D: Guidelines for Final ICAT Reports

The undersigned parties agree to comply with the requirements and conditions contained herein. The undersigned parties certify under the penalty of perjury that they are duly authorized to bind the parties to this grant.

**California Air Resources Board:**

**Grant Recipient:**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Marie Stephans  
Chief, Administrative Services Division

Name:  
Title:

Date:

Date:

## EXHIBIT A

### Innovative Clean Air Technology Grant

Air Resources Board  
Research Division

#### GRANT PROVISIONS

##### 1. GRANT PARTIES AND CONTACT INFORMATION

- 1.1 This grant is from the California Air Resources Board (hereafter called the ARB) to \_\_\_\_ (hereafter called \_\_\_\_).
- 1.2 The ARB Grant Administrator is Ms. Rebecca Boyer. All administrative correspondence regarding this grant shall be directed to Ms. Boyer at:
- Rebecca Boyer  
Research Division  
Air Resources Board  
P.O. Box 2815  
Sacramento, California 95812  
Phone: (916) 322-4560  
Fax: (916) 322-4357  
Email: rboyer@arb.ca.gov
- 1.3 The ARB grant manager is \_\_\_\_\_. All technical correspondence regarding this project shall be directed to:
- \_\_\_\_\_  
Air Resources Board  
Research Division  
P.O. Box 2815  
Sacramento, California 95812  
Phone:  
Fax: (916) 322-4357  
E-mail:

##### 2. PROJECT DEFINITION AND TIME PERIOD

- 2.1 Performance of work or other expenses billable to ARB under this grant may commence on \_\_\_\_\_. However, this grant will not be considered valid, and expenses will not be payable, unless and until the grant is fully executed by the ARB. The grant period shall end on \_\_\_\_\_.
- 2.2 The time period covered by this grant may be amended upon written agreement by both parties.

- 2.3 This project shall consist of the tasks identified in Exhibit B, Attachment C. Progress in completing the project shall be monitored according to the milestones identified in Exhibit B, Attachment B.
- 2.4 The statements of tasks and milestones may be modified as approved by the ARB grant manager. The ARB will not unreasonably disapprove such modifications provided that they will promote achievement of the goals for the project.

### **3. FINANCIAL MATTERS**

#### **Grant Limits**

- 3.1 The maximum amount of this grant is \_\_\_\_\_. *Under no circumstance will the ARB disburse more than this amount under this grant.*
- 3.2 The ARB will not disburse a total amount exceeding one-half of all the documented expenses for the project (even if that total disbursement is less than the maximum stated in 3.1).
- 3.3 Refer to Exhibit B, Attachment A. Except as stated in 3.5, the cumulative grant disbursement for any line item (1 to 9) in the "Budget Summary" table shall not exceed the corresponding figure in that table under "ICAT Grant".
- 3.4 Refer to Exhibit B, Attachment A. Except as stated in 3.5, the cumulative grant disbursement for any task in the "Funding by Task" table shall not exceed the corresponding figure in the "ICAT" row of that table.
- 3.5 The total maximum grant (as stated in 3.1) may be reallocated among the line items in Budget Summary or among the tasks in "Funding by Task", as approved by the ARB grant manager. The ARB will not unreasonably disapprove reallocations of the grant provided that they will promote achievement of the goals for the project.

#### **Resources to Be Provided by Grantee**

- 3.6 During the project, the grantee's cash expenditures under line items 3, 4, 5, 6, and 7 of the Budget Summary shall total at least [10% of the total project cost in Budget Summary]. Proof of qualifying expenditures shall accompany disbursement requests. [This provision may be removed for universities and non-profit organizations.]
- 3.7 Except for the grantee's responsibility set forth in 3.6, the resources provided by the grantee or any third party shall not be limited by the entries in Exhibit B, Attachment A (Budget Summary and Funding by Task). (However, the limitation on the total grant disbursement relative to actual expenses, in 3.2, shall be effective in any case.)

### **Grant Disbursements**

- 3.8 Requests for disbursements shall be made with the form "Grant Disbursement Request" (Exhibit B, Attachment E) and conform to the instructions therein. Grant disbursement requests shall be mailed to the grant administrator.
- 3.9 Grant disbursements shall not be made more frequently than quarterly.
- 3.10 Grant funds shall be disbursed only to the grantee for qualified expenses of the grantee, as described in "Grantee's Budget Proposal", which is an element of this grant document by reference. Documentation of such expenses shall be provided with the grant disbursement request.
- 3.11 Regardless of the structure of project in terms of tasks or milestones, *at no time shall the cumulative disbursement of grant funds exceed half of the cumulative total project expenditures actually incurred to date by the grantee or third parties.*
- 3.12 Grant funds shall be disbursed only when one or more milestones stipulated in Exhibit B, Attachment B, have been accomplished and any associated deliverables have been provided to ARB. (See Part 5, below.)
- 3.13 Requested funds will not be disbursed if the ARB's grant manager deems that a milestone has not been accomplished, that a deliverable meeting specifications has not been provided, that claimed expenses are not documented or not valid per the budget, or that the grantee has not met other terms of the grant.
- The Chief of the Research Division of ARB may review the grant manager's approval or disapproval of a grant disbursement. No reimbursement will be made for expenses that, in the judgment of the Chief of the Research Division, are not reasonable or do not comply with the grant.
- 3.14 The ARB will withhold payment equal to ten percent of each grant disbursement until completion of all work, submittal to the ARB of the final report (including an electronic file in MS Word® 2003 format), and presentation of a seminar in Sacramento or El Monte, California. It is the grantee's responsibility to submit a grant disbursement request for the withheld ten percent with the final report.

### **Audits**

- 3.15 ARB reserves the right to audit at any time during the duration of this grant the grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of the State's auditor are unsubstantiated or unverified. The grantee shall cooperate with the State's auditor, including but not limited to promptly providing all information and documents requested by the auditor, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

- 3.16 The grantee shall retain all financial records referred to above and provide them for examination and audit by the State for three years after final payment under this grant.

## **4. GRANT MONITORING**

### **Meetings**

- 4.1 Initial meeting: A meeting will be held between key project personnel and ARB staff, either at the ARB offices in Sacramento or at the project site (at the option of the grant manager), before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved, as requested by the grant manager.

Review meetings: At least one review meeting will be held in Sacramento during the project. More may be required by the grant manager. Such meetings may be conducted by phone, if deemed appropriate by the grant manager.

### **Technical Monitoring**

- 4.2 Any significant changes in the scope or schedule for the project shall require the prior approval of the ARB grant manager and administrator.
- 4.3 The grantee shall notify the ARB grant manager and administrator immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment D).
- 4.4 Upon request by the grant manager, and in addition to progress reports (discussed in section 5), the grantee shall provide information that is needed to assess progress in completing tasks and meeting the objectives of the project.

## **5. REPORTING REQUIREMENTS**

### **Progress Reports**

- 5.1 The grantee shall submit progress reports at three-month intervals, at least. The progress reports shall be provided in the format of Exhibit B, Attachment H.

Additionally, every grant disbursement request (Exhibit B, Attachment E) shall be accompanied (or preceded) by a progress report that documents the completion of a milestone specified in Ex. B, Att. B], including any special deliverables defined for that milestone.

- 5.3 If the project is behind schedule, the progress report must contain an explanation of reasons and how the grantee plans to resume the schedule.
- 5.4 The grantee shall e-mail the progress reports to the grant manager and the grant administrator. Progress reports that accompany grant disbursement requests shall also be mailed (postal) to the grant administrator.

### **Final Project Report**

- 5.5 When the project is completed, the grantee shall submit ten copies of the final project report, plus an electronic file. Final reporting requirements include:
- a two-to-five page, publication-ready summary of the project, suitable for public release;
  - a report discussing major aspects of the project, including the technology;
  - an updated commercialization plan.
- 5.6 The grantee shall present the completed project to ARB staff at a seminar in Sacramento or El Monte, California, as determined by the grant manager.

### **6. TERMINATION AND SUSPENSION OF PAYMENTS**

- 6.1 The ARB reserves the right to terminate this grant upon thirty days written notice to the grantee, if the ARB determines that the project has not progressed satisfactorily during the previous three months and the grantee and ARB have been unable to agree on modifications. In case of early termination, the grantee will submit a grant disbursement request and a progress report covering activities to the termination date, following the requirements in Sections 3 and 5 of these Provisions. Upon receipt of the grant disbursement request and progress report, a final payment will be made to the grantee. This payment shall be for all ARB-approved, actually incurred costs that in the opinion of the ARB are justified. However, the total amount paid shall not exceed the total grant amount.
- 6.2 The ARB reserves the right to issue a grant suspension ("stop work") order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the grantee chooses to continue work on the project after receiving a grant suspension order, the grantee will not be reimbursed for any expenditures incurred during the suspension in the event the ARB terminates the grant. If the ARB rescinds the suspension order and does not terminate the grant, the ARB will reimburse the grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.

### **7. DISPUTES**

- 7.0 If, for any reason, a dispute arises during the performance of this grant, and the grantee and the ARB grant manager cannot reach a mutual agreement, the dispute will be referred to the ARB's Research Division Chief for final and binding resolution. The terms and conditions of this grant shall be interpreted in accordance with the laws of the State of California.



## **8. INTELLECTUAL PROPERTY**

- 8.0 The State agrees to relinquish to the grantee all right, title, and interest in and to each patentable product, technology, developed or produced during performance of this grant. Proprietary data owned by the grantee shall remain with grantee throughout the term of this agreement and thereafter. The extent of the ARB's access to the same and testimony available regarding the same shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of the scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder.

## **9. INDEMNITY CLAUSE**

- 9.0 The grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this grant, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee in performance of this grant.

[Exhibit B, Attachment A]

## Budget Summary

Grantee:

Grant No.:

	FUNDING			
<b>Direct Costs</b>	<b>ICAT Grant *</b>	<b>Grantee</b>	<b>Other Sources</b>	<b>Total Cost</b>
1. Labor				
2. Fringe Benefits				
3. Subcontractors and Consultants				
4. Equipment				
5. Travel and Subsistence				
6. Materials & Supplies				
7. Other Direct				
Subtotal, Direct Costs:				
<b>Indirect Costs</b>				
8. Overhead				
9. Other Indirect				
Subtotal, Indirect Costs:				
<b>Total</b>	<b>^</b>			

\* maximum amounts payable with ICAT funds

^ not to be increased under any circumstance

## Funding by Task

	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Project</b>
ICAT*					
Grantee					
Other sources					
<b>Total</b>					

\* maximum amounts payable by ICAT

[Exhibit B, Attachment B]

**Project Milestones**  
(points for grant disbursement requests)

Grantee:

Grant No:

Project Title:

Milestone 1:

Milestone 2:

Milestone 3:

Milestone 4:

Add Milestones as needed.

SAMPLE

**Grantee's Project Schedule (Tasks)**

<u>Task #</u>	<u>Task Content</u>	<u>Scheduled Completion Date</u>
1		
2		
3		
4		
Add tasks as needed		

SAMPLE

[Exhibit B, Attachment D]

**Key Project Personnel**

Name	Position	Duties

**Grant Disbursement Request and Expenditures Summary**  
(to be submitted upon *completion* of a project milestone)

Grant No.:

Project Title:

Milestone #:

Task # :

Period covered:

*Please submit a separate form for each project task (defined in Exhibit B, Attachment C) involved in achieving a milestone (defined in Exhibit B, Attachment B).*

All expenses to be paid by ICAT must be assigned to a budget line item for which ICAT funds are allowed per Exhibit B, Attachment A (Budget Summary). Attach an itemization of labor charges, showing the numbers of hours spent by each professional member of the grantee's staff or in-kind partner's staff (regardless of the funding source). Provide invoices from subcontractors and identification of goods and services from in-kind supporters.

<b>Direct Costs</b>	<b>Expenses Charged to ICAT</b>	<b>Expenses Paid by Grantee</b>	<b>Others' Expenses *</b>	<b>Total</b>
1. Labor				
2. Benefits				
3. Subcontractors and Consultants				
4. Equipment	Xxx			
5. Travel and Subsistence				
6. Materials & Supplies				
7. Other Direct				
Subtotal, Direct Costs:				
<b>Indirect Costs</b>				
8. Overhead		xxx		
9. Other indirect		xxx		
Subtotal, Indirect Costs:				
<b>Total</b>				

\* in-kind contributions and expenses paid by funding partners

I certify that, to the best of my knowledge and belief, the information contained in the attached progress report, including the accounting of expenditures on the project as summarized above, is correct and complete and is in accordance with the grant. In addition, I hereby authorize the California Air Resources Board to make any inquiries to confirm details in the progress report.

Grantee's Signature  
[Exhibit B, Attachment H]

Date

**Report of Progress**  
(date submitted)

Grant No.:

Title:

Organization:

Report period (starting month/day/year through ending month/day/year):

*List (by number) all tasks that are complete to date:*

*Statement of work planned for this report period (copied from preceding report):*

*Work accomplished in this period (organized by task). For tasks completed during this period, compare results to goals:*

*For any planned work or scheduled milestone that did not occur:*

-- Reasons for non-occurrence:

-- Will the problem persist?:

-- Can the work be accomplished in the next work period?

-- Will the nature of milestones or the overall project schedule be affected? (Propose a new schedule, if needed.):

*Please summarize any changes made during the period in the work plan, budget, or schedule:*

*Please describe any other current or foreseeable problems and their possible mitigation:*

*Work planned for the next reporting period (by task):*

Please update these tables:

### Project Definition

Task <sup>1</sup>	Description
1	
2	
3	
4	
(add rows)	

### Milestones

Description	Due Date

### Progress vs. Plan

Task <sup>1</sup>	Planned <sup>1</sup>			Current Status			
	Completion date	ICAT labor budget (\$)	Total ICAT budget (\$) (3)	On schedule?	Labor billed to ICAT <sup>2</sup> (\$)	ICAT invoices <sup>2</sup> (total \$)	
1							
2							
3							
4							
(add rows)							

<sup>1</sup> as defined in the grant or subsequent agreement

<sup>2</sup> *cumulative*; since inception of grant

<sup>3</sup> Enter one: "not started", "in progress", or "completed"

Please add a narrative as needed to present accomplishments and findings of note.



## GUIDELINES FOR FINAL ICAT REPORTS

- Format.* The approved final report should be delivered as one unbound, single-sided copy for photo-copying plus 25 bound, double-sided copies. Additionally, the report should be delivered to ARB on an electronic medium (such as compact disc), with all components of the final report in a single Microsoft Word file or pdf file.
- Font.* Any commonly used font is acceptable if it is at least as large as Arial 11.
- Binding.* The final report may be either spiral bound or stapled.
- Cover.* The ARB will provide a standard cover.
- Title.* The title should duplicate the title of the grant unless a change is approved by the ARB's grant manager.
- Page size.* 8 1/2" x 11"
- Large tables & figures.* Do not include foldouts or highly reduced tables or figures. Large tables and figures should be presented on consecutive 8 1/2" x 11" pages, each page containing one portion of the table or graph
- Color.* Black on white, only.
- Sections.* The final report should contain the following sections, in this order:  
Title page  
Disclaimer  
Acknowledgments  
Table of Contents  
List of Figures (if the figure count exceeds 5)  
List of Tables (if the table count exceeds 5)  
Abstract  
[body of report]  
Appendices
- Title page.* The title page should include the grant number, grant title, grantee, date, and this statement: "Conducted under a grant by the California Air Resources Board of the California Environmental Protection Agency".
- Disclaimer.* (may be placed at the bottom of the title page)  
"The statements and conclusions in this report are those of the grantee and not necessarily those of the California Air Resources Board. The mention of commercial products, their source, or their use in connection with material reported herein is not to be construed as actual or implied endorsement of such products."

### *Acknowledgments.*

The last paragraph of this section should read as follows:

This report was submitted under Innovative Clean Air Technologies grant number \_\_\_\_ from the California Air Resources Board.

*Abstract.* The abstract should state the purpose and scope of the project, describe the work performed, and present the results obtained. The length should not exceed 1/2 page.

*The body of the report* should contain the following sections:

#### INTRODUCTION:

This should be a very short section stating that the report is the final element of the ICAT grant to perform the particular project to demonstrate or develop the particular technology.

#### INNOVATIVE TECHNOLOGY:

Describe it and its expected role in emission control. Describe its performance as it was known before the ICAT project and as it has been demonstrated in the project.

#### ICAT PROJECT:

Describe the purposes for the project, the original plan, and what actually was accomplished. Compare accomplishments to goals. Discuss results that relate to the aspects of the technology that were emphasized in the original ICAT application.

#### STATUS OF THE TECHNOLOGY:

Describe the commercial readiness of the technology and the role of the project in advancing the status.

*Appendices* Use as needed to amplify and support the body of the report.

**The ARB will not regard the final report as a confidential document. Do not include proprietary information.**